

the same extent, that Verizon provides such Verizon retail Telecommunications Service to Verizon's own end user retail Customers. Cavalier shall comply with the provisions of this Agreement (including, but not limited to, Verizon's Tariffs) regarding resale or use of Resold Services, including, but not limited to, any restrictions on resale or use of such Services.

12.1.3 Without in any way limiting Section 12.1.2 above, (a) Cavalier shall not resell residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business Cavalier Customers and other nonresidential Cavalier Customers), and (b) Cavalier shall not resell Lifeline or other means-tested service offerings, or grandfathered or discontinued service offerings, to persons not eligible to subscribe to such service offerings from Verizon.

12.2 Customer Specific Offerings

To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Cavalier for resale pursuant to this Agreement will include a Verizon Telecommunications Service Customer specific contract service arrangement ("CSA") (such as a Customer specific pricing arrangement, or individual case based pricing arrangement or a special assembly of Telecommunications Services) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Cavalier. To the extent required by Applicable Law, Verizon shall, upon Cavalier's reasonable written request, provide a redacted copy of CSAs that are in effect and not otherwise publicly available. For the avoidance of any doubt, the redaction of such CSAs will be only of the customer's name, address, telephone number and any other identifying information. In the event that the provision of the FCC order that is the basis for this Section 12.2 is modified or overturned, Cavalier agrees to return all copies of documents provided by Verizon under this Section 12.2 and to make no further use of the information contained in those documents, and Verizon shall have no further obligation to provide to Cavalier redacted copies of CSAs or to file, or make publicly available, other related documents such as summaries of the prices, terms and conditions of CSAs, except as otherwise required under Applicable Law.

12.3 Availability of Branding for Resale

To the extent required by Applicable Law, upon request by Cavalier and at prices, terms and conditions to be negotiated by Cavalier and Verizon, Verizon shall provide Verizon Resold Services that are identified by Cavalier's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Customer of Record

12.4.1 Cavalier shall establish telephone numbers at which Cavalier's Customers may communicate with Cavalier and shall make reasonable efforts to advise Cavalier's Customers who may wish to communicate with Cavalier of these telephone numbers.

12.4.2 Verizon employees who are reasonably likely to communicate, either by telephone or face-to-face, with Cavalier's Customers of Resold Services during the service provisioning or maintenance processes shall receive or have received such training as reasonably necessary for those employees to conform to the requirements of this Agreement with regard to their contact with Cavalier Customers.

12.5 Discontinuance of Verizon Services

To the extent required by Applicable Law, where Verizon discontinues a Verizon Resold Service, Cavalier shall be subject to the same limitations and rights (e.g. if Verizon allows for any transition or grandfathered period) that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon may, in its discretion and to the extent not prohibited by Applicable Law, discontinue offering.

12.6 Facilities

12.6.1 Verizon or its suppliers shall retain all right, title and interest in, and ownership of, all facilities, equipment, software, information, and wiring, used to provide Resold Services. Verizon shall have access at all reasonable times to Cavalier and Cavalier Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Resold Services. Cavalier shall, at Cavalier's expense, obtain any rights and authorizations necessary for such access.

12.6.2 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by Cavalier or Cavalier Customers for use with Resold Services.

12.7 Responsibility For Charges

12.7.1 Cavalier shall be responsible for and pay all charges for any Resold Service provided by Verizon to Cavalier, if the Resold Service is ordered, activated or used by Cavalier, a Cavalier Customer, or another person.

12.7.2 In addition to the charges for Resold Services, Cavalier agrees to pay any charges for Telecommunications Services, facilities, equipment, software, wiring, or other services or products, provided by Verizon, or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by Cavalier, Cavalier Customers or other persons, through, by means of, or in association with, Resold Services provided by Verizon to Cavalier.

12.7.3 Cavalier agrees to indemnify, defend and hold Verizon harmless from, any charges for Telecommunications Services, facilities, equipment, software, wiring, or other services or products, provided by persons other than Verizon that are ordered, activated or used by Cavalier, Cavalier Customers or other persons, through, by means of, or in association with, Resold Services provided by Verizon to Cavalier.

12.7.4 Without in any way limiting Cavalier's obligations under Section 12.7.1, Section 12.7.2 and Section 12.7.3, Cavalier shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, end user common line charges, carrier selection and change charges (PIC change charge), and the Presubscribed Interexchange Carrier Charge applicable to Reseller Cavalier Customers who have not presubscribed to an interexchange carrier for long distance services associated with Resold Services provided by Verizon to Cavalier.

12.7.5 Upon request by Cavalier, Verizon will provide for use on resold Verizon dial tone lines purchased by Cavalier such Resold Service call blocking services as Verizon provides to Verizon's own end user retail Customers, where and to the extent Verizon provides such call blocking services to Verizon's own end user retail Customers.

12.8 Services Not Covered By This Section

12.8.1 Any Telecommunications Services, facilities, equipment, software, wiring, or other services or products (including, but not limited to, Telecommunications Services, facilities, equipment, software, wiring, or other services or products, interconnected or used with Resold Services provided, or to be provided, by Verizon to Cavalier) provided, or to be provided, by Verizon to Cavalier, which are not subscribed to by Cavalier under this Agreement, must be subscribed to by Cavalier separately, pursuant to other written agreements (including, but not limited to, applicable Verizon Tariffs). Cavalier shall use and pay for any Telecommunications Services, facilities, equipment, software, wiring, or other services or products, provided, or to be provided, by Verizon to Cavalier, which are not subscribed to by Cavalier under this Agreement, in accordance with such other written agreements (including, but not limited to, applicable Verizon Tariffs).

12.8.2 Notwithstanding any other provision of this Agreement, Section 12 does not apply to the purchase by Cavalier of the following Verizon services and products: except as expressly stated elsewhere in this Agreement, exchange access services as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16) (including, but not limited to, primary interLATA toll carrier and primary intraLATA toll carrier choice or change); Verizon Answer Call, Verizon Answer Call Plus, Verizon Home Voice Mail, Verizon Home Voice Mail Plus, Verizon Voice Mail, Verizon Basic Mailbox, Verizon OptiMail Service, and other voice mail, fax mail, voice messaging, and fax messaging, services; Verizon Optional Wire Maintenance Plan; Verizon Guardian Enhanced Maintenance Service; Verizon Sentry I Enhanced Maintenance Service; Verizon Sentry II Enhanced Maintenance Service; Verizon Sentry III Enhanced Maintenance Service; Verizon Call 54 Service; Verizon Public Telephone Service; customer premises equipment; Verizon telephone directory listings offered under agreements or arrangements other than Verizon Tariffs filed with the Commission; and, Verizon telephone directory advertisements.

12.8.3 Notwithstanding any other provision of this Agreement, this Section 12 does not apply to the installation, inspection, maintenance, repair, removal, or use of any facilities, equipment, software, or wiring, located on Cavalier's side of the

Network Rate Demarcation Point applicable to Cavalier and does not grant to Cavalier or Cavalier Customers a right to installation, inspection, maintenance, repair, or removal, by Verizon, or use, by Cavalier or Cavalier Customers, of any such facilities, equipment, software, or wiring.

12.8.4 Notwithstanding any other provision of this Agreement, this Section 12 does not apply to the purchase by Cavalier of Audiotex Services (including, but not limited to, Dial-It, 976, 915 and 556 services) for resale to Audiotex Service providers or other information service providers. Notwithstanding the foregoing, Cavalier shall pay, without discount, any charges for Audiotex Services (including, but not limited to, Dial-It, 976, 915 and 556 services) that are ordered, activated or used by Cavalier, Cavalier Customers or other persons, through, by means of, or in association with, Verizon Services provided by Verizon to Cavalier. Cavalier agrees to either bill and collect the charges for calls to such services by Cavalier's local service Customers, or to block access to such calls. If Cavalier elects to bill and collect charges for calls to tariffed Audiotex services (including Dial-It services) provided by Verizon or Verizon Customers, the Parties agree to negotiate a mutually acceptable agreement for the performance of such billing and collection.

12.8.5 Except as otherwise required by Applicable Law, Verizon reserves the right to terminate provision of services and products (including, but not limited to, Telecommunications Services and the services listed in Sections 12.8.2 and 12.8.3, above) to any person who ceases to purchase Verizon Retail Telecommunications Service dial tone line service from Verizon.

12.9 Telephone Numbers

12.9.1 Cavalier's use of telephone numbers shall be subject to Applicable Law (including, but not limited to, the rules of the FCC, the North American Numbering Council, and the North American Numbering Plan Administrator), and the applicable provisions of this Agreement (including, but not limited to, this Section 12).

12.9.2 Subject to Sections 12.9.1 and 12.9.3, if an end user who subscribes to a Resold Service dial tone line from either Cavalier or Verizon changes the Telecommunications Carrier from whom the end user subscribes for such dial tone line (including a change from Verizon to Cavalier, from Cavalier to Verizon, or from Cavalier to a Telecommunications Carrier other than Verizon), after such change, the end user may continue to use with the dial tone line the telephone numbers which were assigned to the dial tone line by Verizon immediately prior to the change.

12.9.3 Verizon shall have the right to change the telephone numbers used by an end user if at any time: (a) the type or class of service subscribed to by the end user changes; (b) the end user requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the end user previously had service; or, (c) continued use of the telephone numbers is not technically feasible.

12.9.4 If service on a Resold Service dial tone line subscribed to by Cavalier from Verizon under this Agreement is terminated, the telephone numbers associated with such dial tone line shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon end user retail Customers, Cavalier, or Telecommunications Carriers other than Verizon and Cavalier.

12.10 Additional Terms Governing Resale and Use of Verizon Services

12.10.1 Cavalier shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services.

12.10.2 Resold Services may be purchased by Cavalier under this Agreement only for the purpose of resale by Cavalier as a Telecommunications Carrier providing Telecommunications Services, pursuant to Section 251(c)(4) of the Act, 47 U.S.C. § 251(c)(4). Verizon Telecommunications Services to be purchased by Cavalier for other purposes (including, but not limited to, Cavalier's own internal use) must be purchased by Cavalier pursuant to separate written agreements, including, but not limited to, applicable Verizon Tariffs. Cavalier warrants and agrees that Cavalier will purchase Verizon Resold Services from Verizon under this Agreement only for the purpose of resale by Cavalier as a Telecommunications Carrier providing Telecommunications Services, pursuant to Section 251(c)(4) of the Act, 47 U.S.C. § 251(c)(4).

12.10.3 Neither Verizon nor Cavalier may offer services to its end users or others under any of the brand names of the other Party or any of its parents, subsidiaries or affiliates, regardless of whether or not such brand names are registered trademarks or servicemarks, without the other Party's written authorization. Notwithstanding the foregoing, Verizon shall not be required to remove (or remove references to) the brand name or logo "Verizon," "Bell Atlantic," or similar names or connotations of brand identifying Verizon or its parents, subsidiaries or affiliates from any items or services which it provides, except insofar as it is Verizon's obligation, pursuant to Applicable Law, to re-brand (with the Cavalier identification) and except that (x) Verizon shall not provide to Cavalier's end user Customer a copy of its branded time and material rates authorization form, (y) to the extent Verizon provides a "left in dial tone" recording (applicable to inactive telephone lines that have access solely to 8YY, local business office or 911 service) it shall provide a statement that the end-user should contact its local service provider (without reference to Verizon) to activate service and (z) Verizon may include on the "no access" cards left by Verizon personnel at Customer premises responding to activation or maintenance service requests the following statement:

"Verizon was here.

Verizon was here on behalf of your service provider to address your activation or maintenance request. Please re-contact your service provider to arrange for a future appointment."

or such other substantially similar statement as will not bear the logo or brand name of Verizon other than to simply identify the personnel leaving such card. The brand name of Verizon shall appear on any "no access" card with no greater prominence than the remainder of the printed statement. Any reprinting of the "no access" cards subsequent to the Effective Date of this Agreement shall exclude the first sentence of the above-captioned statement

12.10.4 Cavalier shall not be eligible to participate in any Verizon plan or program under which Verizon end user retail Customers may obtain products or merchandise, or services which are not Telecommunications Services, in return for Cavalier's trying, agreeing to purchase, purchasing, or using Telecommunications Services.

12.10.5 The wholesale discount rates provided for in Exhibit A, shall not be applied to:

12.10.5.1 Retail Prices that are in effect for no more than ninety (90) days;

12.10.5.2 Charges for services and products provided by Verizon that are not Telecommunications Services, including, but not limited to, exchange access services as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16);

12.10.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line charges, carrier selection and change charges, and Audiotex Service charges, and to the extent applicable, the Presubscribed Interexchange Carrier Charge applicable to Cavalier Customers who have not presubscribed to an interexchange carrier for long distance services; and,

12.10.5.4 Any service or charge which the Commission, the FCC, or other governmental entity of appropriate jurisdiction, determines is not subject to a wholesale rate discount under 47 U.S.C. § 251(c)(4).

12.10.6 Verizon shall have the right to change the discounts provided for in Exhibit A, from time-to-time, to the extent such change is required, approved or permitted by Applicable Law, including, but not limited to, by regulation or order of the Commission, the FCC, or other governmental entity of appropriate jurisdiction.

12.10.7 If, prior to establishment of a Resold Service, Cavalier cancels or changes its Order for the Resold Service, Cavalier shall reimburse Verizon for the costs associated with such cancellation or changes as required by this Agreement (including, but not limited to, Verizon's Tariffs).

12.10.8 Verizon shall have the right to change the prices for those services provided by Verizon in association with Resold Services pursuant to this agreement (e.g., LIDB/BVS, Routing to Directory Assistance/Operator Services), from time-to-time, to the extent such change is required, approved or permitted by Applicable

Law, including, but not limited to, by regulation or order of the Commission, the FCC, or other governmental entity of appropriate jurisdiction.

12.10.9 Alternate Billing to Third Numbers

12.10.9.1 Calls on Verizon resold Lines using Verizon's Operator Services. The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls carried by Verizon and originating or terminating over a Verizon line (a) which has been resold by Cavalier pursuant to the terms of this Agreement and (b) for which Verizon is providing operator and directory assistance services.

12.10.9.1.1 In the case of a call which originates from a Cavalier Customer being served by a resold line in the Verizon serving area (hereinafter "Cavalier Customer Resold Line") which is charged to a retail Customer served by a Verizon line including a resold line in the Verizon serving area within Virginia (hereinafter "Verizon Virginia Serving Area"), Verizon shall record and process such call, and transmit to Cavalier an unrated call record. Cavalier shall rate such call for purposes of charging the retail Customer and send such rated record to Verizon or a resale carrier designated by Verizon in billable form for billing and collection purposes, at which point Cavalier shall have no further responsibility for billing or collecting for such call for Verizon retail Customers. Verizon, for Verizon retail Customers only, shall pay Cavalier for such call the billed amount less the billing and collection fee specified in Exhibit A. Cavalier shall pay Verizon for the call at the wholesale discount rate set forth in Exhibit A as billed on the wholesale bill.

12.10.9.1.2 Verizon Originating Call charged to Cavalier Customer. In the case of a call which originates from a Verizon retail Customer within Virginia and is charged to a Cavalier Customer Resold Line, Verizon shall record and process such call and rate such call for purposes of charging Cavalier's Customer. Verizon shall send such rated record to Cavalier in billable form for billing and collection purposes, at which point Verizon shall have no further responsibility for billing or collecting for such call. Cavalier shall pay Verizon for such call the billed amount less the billing and collection fee specified in Exhibit A.

12.10.9.1.3 Cavalier Originating Call charged to Other Carrier. In the case of a call which originates from a Cavalier Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of the Verizon Virginia Serving Area, Verizon may record and process such call and transmit to Cavalier an unrated call record, at which point Verizon shall have no further responsibility for rating, billing, or collecting for such call. Cavalier shall pay Verizon for such call at the wholesale discount rate set forth in Exhibit A as billed on the wholesale bill.

12.10.9.2 Calls on Verizon Resold Lines Not Using Verizon Operator Services. The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls carried by Verizon and originating or

terminating over a Verizon line (a) which has been resold by Cavalier pursuant to the terms of this Agreement and (b) for which Verizon is not providing operator and directory assistance services:

12.10.9.2.1 Cavalier Originating Call Charged to Verizon Customer. In the case of a call which originates from a Cavalier Customer Resold Line and is charged to a Verizon retail Customer within the Verizon Virginia Serving Area, Cavalier shall record and process such call at its OSPs and rate such call for purposes of charging Verizon's Customer and send such rated record to Verizon in billable form for billing and collection purposes, at which point Cavalier shall have no further responsibility for billing or collecting for such call. Verizon shall pay Cavalier for such call the billed amount less the billing and collection fee as specified in Exhibit A.

12.10.9.2.2 Verizon Originating Call charged to Cavalier Customer. In the case of a call which originates from a Verizon retail Customer within Virginia and is charged to a Cavalier Customer Resold Line, Verizon shall record and process such call and rate such call for purposes of charging Cavalier's Customer. Verizon shall send such rated record to Cavalier in billable form for billing and collection purposes, at which point Verizon shall have no further responsibility for billing or collecting for such call. Cavalier shall pay Verizon for such call the billed amount less the billing and collection fee specified in Exhibit A.

12.10.9.2.3 Cavalier Originating Call charged to Other Carrier. In the case of a call which originates from a Cavalier Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of the Verizon Virginia Serving Area, Cavalier shall record and process such call.

12.10.9.3 Calls Billed to Verizon Resold Lines and Carried through CMDS and CATS. The following procedures shall apply for Alternately Billed Calls which are local calls or IntraLATA toll calls billed through the Centralized Message Distribution System ("CMDS") and Calling Card and Third Number Settlement System ("CATS") and originating or terminating over a third company's line and charged to a Verizon line which has been resold by Cavalier pursuant to the terms of this Agreement.

12.10.9.3.1 Calls Carried through CMDS and CATS. For a call which originates and terminates outside of the Verizon Virginia Serving Area and is charged to a Cavalier Customer Resold Line, Verizon shall provide to Cavalier the information and charges with respect to such call received from the out-of-region telecommunications carrier via the daily usage feed. Verizon shall have no further responsibility for rating, billing and collecting for such call. Cavalier shall pay Verizon for such call an amount equal to the amount charged to Verizon through the CATS settlement process by such out-of-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with Exhibit A.

12.10.9.4

Administrative Matters

All other matters relating to the rating, billing, payments and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement.

12.10.10 E911/911 Services

12.10.10.1 Where and to the extent that Verizon provides E911/911 call routing to a Public Safety Answering Point ("PSAP") to Verizon's own end user retail Customers, Verizon will provide to Cavalier, for resold Verizon Retail Telecommunications Service dial tone lines, E911/911 call routing to the appropriate PSAP. Verizon will provide Cavalier Customer information for resold Verizon Retail Telecommunications Service dial tone lines to the PSAP as that information is provided to Verizon by Cavalier where and to the same extent that Verizon provides Verizon end user retail Customer information to the PSAP. Verizon will update and maintain, on the same schedule that Verizon uses with Verizon's own end user retail Customers, for Cavalier Customers served by resold Verizon Retail Telecommunications Service dial tone lines, Cavalier Customer information in Verizon's E911/911 databases.

12.10.10.2 Cavalier shall provide to Verizon the name, telephone number and address, of all Cavalier Customers, and such other information as may be requested by Verizon, for inclusion in E911/911 databases. Any change in Cavalier Customer name, address or telephone number information (including addition or deletion of a Cavalier Customer, or a change in Cavalier's Customer name, telephone number or address), or in other E911/911 information supplied by Cavalier to Verizon, shall be reported to Verizon by Cavalier within one (1) day after the change.

12.10.10.3 To the extent that it is necessary (whether as a requirement of Applicable Law or otherwise) for Cavalier to enter into any agreements or other arrangements with governmental entities (or governmental entity contractors) related to E911/911 in order for Cavalier to provide Telecommunications Services, Cavalier shall at Cavalier's expense enter into such agreements and arrangements.

12.10.11 Routing to Directory Assistance and Operator Services

12.10.11.1 Upon request by Cavalier, Verizon will provide to Cavalier the capability of rerouting to Cavalier's platforms directory assistance traffic (411 and 555-1212 calls) from Cavalier Customers served by resold Verizon dial tone line service and operator services traffic (O+ and 0- intraLATA calls) from Cavalier Customers served by resold Verizon dial tone line service.

12.10.11.2 A request for the rerouting service described in Section 12.10.11.1 must be made by Cavalier (a) on a Verizon switch-by-Verizon switch basis, and (b) at least ninety (90) days in advance of the date that the rerouting capability is to be made available in an applicable Verizon switch.

12.10.12 LIDB/BVS

12.10.12.1 Upon request by Cavalier, Verizon will maintain information (including calling card numbers and collect and bill to third party billing restriction notation) for Cavalier Customers who subscribe to Resold Service dial tone line service, in Verizon's Line Information Database ("LIDB"), where and to the same extent that Verizon maintains information in Verizon's LIDB for Verizon's own end-user retail Customers.

12.10.12.2 If an end-user terminates Verizon retail Telecommunications Service dial tone line service provided to the end-user by Verizon and, in place thereof, subscribes to Cavalier for Resold Service dial tone line service, Verizon will remove from Verizon's LIDB any Verizon-assigned telephone line calling card number (including area code) ("TLN") and Personal Identification Number ("PIN") associated with the terminated Verizon retail Telecommunications Service dial tone line service. The Verizon-assigned TLN and PIN will be removed from Verizon's LIDB within twenty-four (24) hours after Verizon terminates the Verizon retail Telecommunications Service dial tone line service with which the number was associated. Cavalier may issue a new telephone calling card to such end-user, utilizing the same TLN, and the same or a different PIN. Upon request by Cavalier, Verizon will enter such TLN and PIN in Verizon's LIDB for calling card validation purposes.

12.10.12.3 Cavalier information which is stored in Verizon's LIDB will be subject, to the same extent as Verizon information stored in Verizon's LIDB, to access and use by, and disclosure to, those persons (including, but not limited to, Verizon) to whom Verizon allows access to information which is stored in Verizon's LIDB. Cavalier hereby grants to Verizon and the persons to whom Verizon allows access to information which is stored in Verizon's LIDB, a royalty free license for such access, use and disclosure.

12.10.12.4 Cavalier represents that the information provided by Cavalier for inclusion in Verizon's LIDB will at all times be current, accurate and appropriate for use for billing validation services.

12.10.12.5 Upon request by Cavalier, Verizon will provide to Cavalier Verizon Billing Validation Service, in accordance with Verizon's Tariffs, for use by Cavalier in connection with Resold Services purchased and provided by Cavalier pursuant to this Agreement.

12.10.12.6 Information in Verizon's LIDB provided to Cavalier shall be treated by Cavalier as Confidential Information of Verizon pursuant to Section 28.5.

13.0 COLLOCATION -- SECTION 251(C)(6)

13.1 To the extent required by Applicable Law, Verizon shall provide Collocation for the purpose of facilitating Cavalier's interconnection with facilities or services of Verizon or access to unbundled Network Elements of Verizon, except as otherwise mutually

agreed to in writing by the Parties.

13.1.1 –Such Collocation shall be provided pursuant to Verizon’s applicable federal and state Tariffs as amended from time to time.

13.1.2 When Cavalier seeks to augment a collocation arrangement with Verizon, Cavalier and Verizon shall work cooperatively in meeting the standard implementation milestones and deliverables as determined during the joint planning process. The physical collocation arrangement implementation interval is seventy-six (76) business days for all standard arrangement requests which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity. Major construction obstacles or any special requirements by Cavalier may extend the interval by 15 business days, resulting in an interval of ninety-one (91) business days.

13.1.3 The interval for collocation augments which were properly forecast six months prior to the application date, subject to tariff provisions for forecasting and capacity, is 45 business days where the necessary infrastructure is installed and available for use. Such augments are limited to the following:

- (a) a maximum of 800 2 wire voice grade terminations, or
- (b) a maximum of 400 4 wire voice grade terminations, or
- (c) a maximum of 600 line sharing/line splitting facilities, where line sharing/splitting already exists within the central office, or
- (d) a maximum of 28 DS1 terminations, or
- (e) a maximum of 24 DS3 terminations, or
- (f) a maximum of 12 fiber terminations, or
- (g) conversion of 2 wire voice grade to 4 wire (minimum 100 – maximum 800),
- (h) 2 feeds (1A and 1B) DC power fused at 60 amps or less, or
- (i) DC Power as defined in 13.1.3(h) above, plus any one (1) additional item as defined in 13.1.3(a) through 13.1.3(g) above; or 2 of the following: (A) 28 DS1 terminations, (B) 3 DS3 terminations, or (C) 12 fiber terminations.

For the additional item(s) specified in 13.1.3(i), Cavalier must have 100% of all cables terminated to the existing cross connects for the additional item(s), and the in-service capacity of that selection must be at 85% utilization or above; unless Cavalier certifies in good faith to Verizon that: (a) the previous two months’ growth trend would exceed 95% of available capacity by the end of the interval of forty-five (45) business days, or (b) that other good cause or causes would result in Cavalier’s cross-connect capacity being exceeded by the end of the interval of forty-five (45) business days.

13.2 Intentionally omitted.

13.3 In the course of implementing a Collocation project, Verizon shall:

- (a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive “critical tasks” timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide Cavalier with the relevant engineering requirements.

13.4 Cavalier shall purchase Cross Connection to Verizon services or facilities as described in Verizon’s applicable Tariffs.

13.5 Intentionally omitted.

13.6 Verizon shall allow Cavalier to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow Cavalier to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.

13.7 Upon request by Verizon, Cavalier shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon’s interconnection with facilities or services of Cavalier. Cavalier shall provide collocation to Verizon on a non-discriminatory basis under terms and conditions no less favorable than those provided in this Section 13.

14.0 NUMBER PORTABILITY - SECTION 251(B)(2)

14.1 Scope

The Parties shall provide Number Portability (“NP”) in accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.

14.2 Procedures for Providing LNP (Long-term Number Portability)

The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.1 A Customer of one Party (“Party A”) elects to become a Customer of the other Party (“Party B”). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with

Applicable Law from an end user customer and sends an LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable authorization.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.

14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the 10-digit unconditional trigger feature where it is available. When Party A receives the porting request, the 10-digit unconditional trigger shall be applied to the customer's line no later than 11:59 p.m. (local time) on the business day preceding the scheduled port date and Party A shall leave the 10-digit unconditional trigger in place until 11:59 p.m. (local time) of the confirmed due date.

14.2.5 When the 10-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity. For the purposes of such coordination and in response to a specific Customer request for special handling where issues of public safety are involved, either Party may request weekend or off-business hour coordination of LNP. In such instances and subject to the limitations identified in Subsection 14.2.5.1 below, either Party, as applicable, will process LNP orders, port numbers during off-business hours on weekdays, Saturdays, and Sundays, and provide off-business hours technical and operational support to resolve problems that may occur during such coordinated number porting activity as it would do so for its own Customers that are similarly situated.

14.2.5.1 The availability of weekend and/or off-business hours coordination of LNP is subject to each of the following limitations:

- (i) Weekend and/or off-business hour porting will only be considered on orders that require coordination, i.e., where no 10-digit unconditional trigger is deployed. Non-

coordinated orders are not candidates for non-business hour porting.

- (ii) Requests for weekend and non-business hour due dates on number portability orders must be negotiated in advance of submitting the LSR.
- (iii) Both Parties shall maintain personnel to perform the tasks required during the weekend and off-business hour porting to which they agree, including the removal of the telephone number translations at a specified time and restoration of original service if the problems occur during the porting process. At Cavalier's request, Verizon shall maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the off-business hour porting process, including at the time that the 10-digit trigger and customer translations are removed. For the avoidance of any doubt, such emergency repair or restoration activity by Verizon personnel shall be limited to that activity involving the removal or restoral of the 10-digit trigger and customer translations.
- (iv) Number porting may not be available certain hours on Sundays due to NPAC maintenance down time as reported by NPAC.
- (v) Verizon shall ensure that its SOA connectivity to NPAC is available for processing all required number portability activities at all times, other than agreed upon maintenance windows scheduled to be concurrent with maintenance windows scheduled by NPAC. If either Party schedules system maintenance during off-business hours that impacts the ability to complete the work involved for a scheduled porting event, such Party will advise the other of the system down time and reschedule the porting activity to a mutually agreeable date.

14.2.6 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

14.2.7 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.8 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.2.10 Cavalier and Verizon may mutually agree to additional or different terms for the use of the LRN unconditional trigger.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, activated a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.4 Transition from Interim Number Portability (INP) to LNP

To the extent that, notwithstanding the foregoing, LNP is not available with respect to a particular Verizon Central Office, the Parties shall promptly negotiate in good faith terms and conditions governing the provision of Interim Number Portability with respect to such Central Office which shall apply until such time as LNP is available.

14.5 Pricing

Charges and rate application rules for LNP are set forth in Exhibit A.

14.6 Project Coordination.

14.6.1 Cavalier and Verizon will follow these procedures when another local exchange carrier is exiting the local market, or a portion of it, and has arranged for, or wishes to arrange for, all or a substantial portion of its customers to migrate their service to Cavalier. Such a migration of customers will require

special cutover procedures to accommodate a large number of service orders over a short period of time. The parties agree to suspend normal order processing for the customers involved in a mass migration and follow the processes specified below.

14.6.2 The goals of this section 14.6 are to: (a) ensure that customers do not lose service if their provider exits the market; (b) ensure that customers are provided ample notification to select a carrier; (c) coordinate information flow and activities through a project management team; and (d) ensure that the exiting carrier provides sufficient network information for each customer's new carrier to migrate the customer seamlessly.

14.6.3 When the Commission is notified of an exiting provider's intended discontinuance of service, Cavalier and Verizon will jointly request that the Commission's Clerk immediately post this information on the CLEC migration location of the Commission Web site under "Report of Telephone Companies Exiting the Local Exchange Market" at www.state.va.us/sec/. Cavalier and Verizon will also jointly request that the Commission's Clerk immediately send out notification to a carrier contact list with information regarding any provider exiting the market. Further, Cavalier and Verizon will coordinate efforts with the exiting provider who is giving notice of its proposed discontinuance of service to any network service provider used by the exiting provider to provide service.

14.6.4 The exiting provider and Cavalier (as the acquiring provider) will notify customers sixty (60) days in advance of the exiting provider's final service termination date. Cavalier will provide potential customers 30 days to make an informed decision before it begins migrating customers. Cavalier will use the next thirty (30) days of this sixty-day (60-day) period to migrate customers. Cavalier may seek waiver of any of these deadlines by the Commission. Notice to customers shall include the following information:

- (a) identification of Cavalier as the new primary carrier;
- (b) clear instructions to the customer regarding the choice of an alternative provider;
- (c) toll-free contact numbers for the exiting provider and Cavalier;
- (d) the time deadlines for customer action;
- (e) applicable information about long distance service and whether it may be impacted by the cutover;
- (f) a description of the customer's responsibility for telephone bills during the migration period; and
- (g) a cut-off date after which customers will have to wait until the mass migration is completed before they can obtain local exchange service from a different provider

14.6.5 A second notice shall be provided to each customer who has not taken action to migrate service to Cavalier. The timeframe of the second notice will depend upon the circumstances of the migration. The form of the second notice

will be coordinated between Verizon, Cavalier, and the exiting carrier. It may include a follow-up letter, a telephone call to the customer, a bill insert, or any other means of direct contact with the customer.

14.6.6 Customers who have not selected an alternative provider by the cut-off date will automatically be transferred to Cavalier as the acquiring carrier.

14.6.7 Verizon and Cavalier shall each designate a project manager who works with the overall program manager for the migration. Cavalier shall designate the overall program manager for the migration.

14.6.8 Cavalier and Verizon shall cooperate with the exiting provider to ensure that the exiting provider submits a customer list to the Commission at least sixty (60) days before the projected date for it to discontinue service. Cavalier and Verizon shall also cooperate with the exiting provider to ensure that this customer list includes the customer name, telephone number(s), address, class of service, and type of serving arrangements (resale, UNE-Platform, UNE-Loop, full facilities), as well as an identification of: (a) "priority" or "essential" customers, defined as including any hospital, ambulance, police, fire, national security, civil defense, or any customer who has obtained Telecommunications Service Priority (TSP) authorization from the federal government, and (b) "at risk" customers whose particular serving arrangements may create cutover problems.

14.6.9 Cavalier and Verizon shall cooperate with the exiting provider to provide customer service record (CSR) information consisting of:

- (a) type of service (resale, UNE-Platform, UNE-Loop, full facilities);
- (b) class of service;
- (c) customer billing name and address;
- (d) customer directory listings including stand alone listings if applicable;
- (e) customer service address;
- (f) billing telephone number and associated telephone numbers; and
- (g) if applicable, circuit identifications.

14.6.10 Cavalier and Verizon will cooperate with the exiting provider to effect the transfer of any NXX codes or thousand number blocks assigned to the exiting provider, at least sixty-six (66) days prior to the migration (or by such earlier date as shall be specified by the code administrator).

14.6.11 Cavalier and Verizon will cooperate with the exiting provider to unlock all of its telephone numbers in the E911 database, to provide Cavalier with access to customers' E911 records consistent with the standards of the National Emergency Numbering Association (NENA).

14.6.12 Verizon shall transfer to Cavalier all customers who have preferred carrier freezes on the services affected by a migration, except for customers who have selected a different carrier before the cut-off date. The exiting provider shall

lift existing preferred carrier freezes on the services involved and inform customers that they must contact Cavalier to arrange for new freezes.

14.6.13 These procedures are subject to modification by any change in Applicable Law, and in particular any binding procedures adopted by the Commission for the mass migration of customers. Cavalier and Verizon further agree to cooperate to harmonize the procedures specified in this section 14.6 with any non-binding guidelines, processes, or the like adopted by the Commission for the mass migration of customers. However, any such non-binding guidelines, processes, or the like shall not override any specific provisions of this section 14.6 except as specifically agreed otherwise, in writing, by both Cavalier and Verizon.

15.0 DIALING PARITY -- SECTION 251(B)(3)

15.1 Verizon and Cavalier shall each provide the other with Dialing Parity, and with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement Dialing Parity, for Telephone Exchange Service, operator services, directory assistance, and directory listing information, with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(B)(4)

16.1 To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements).

16.2 Within ninety (90) days after execution of this Agreement, and notwithstanding the provisions of any generally available license agreement, or any license agreement executed between Cavalier and Verizon, Verizon and Cavalier will establish a new permitting and make-ready process for attaching to utility poles owned by Verizon and other utilities (with the term "utilities" having the same meaning as under 47 U.S.C. § 224), under which a single contractor will engineer the permit and a single contractor will perform the make-ready work required under the permit. The single contractor may or may not perform both tasks.

16.2.1 This new permitting process may require the agreement of other attachers to allow a single entity to perform either or both of the engineering and make-ready work on other parties' attachments to the poles. Verizon will use its best efforts to seek the concurrence of other attachers to participate in, and agree to, the new permitting process for attaching fiber-optic cable, or other facilities and equipment, to utility poles owned by Verizon and other utilities.

16.2.2 As part of the development of this new permitting process, Verizon will diligently review its pole attachment agreements and joint use agreements with other parties and use its best efforts to exercise any rights to implement, or achieve concurrence with, the new permitting and make-ready process. Cavalier's input and assistance will be important during the ultimate implementation phase of the new make-ready process, subject to Verizon's responsibility, as pole owner, for managing and maintaining its poles, and coordinating the overall attachment process. However, in the initial stages of the process, to maximize the chances that other parties attached to the poles will not object to the concept of a single engineering or make-ready contractor, Verizon will be primarily responsible for meeting with, and seeking the concurrence of, other parties attached to the poles, and endeavoring to implement the new permitting and make-ready process.

16.2.3 If the circumstances warrant, then Verizon may request indemnification from Cavalier of risks or costs incurred as a result of obtaining or requiring agreement with the new permitting and make-ready process from the other parties attached to the poles.

16.2.4 For poles that Verizon owns and poles that other entities own, Verizon will use its best efforts to identify and contract with a single contractor to perform all engineering work and all make-ready work in both the power supply space (if any) and the communications space on the poles. However, the parties recognize that it may prove more cost-effective for separate contractors to perform the engineering work and the make-ready work, or for separate contractors to perform the make-ready work in the power supply space (if any) and the communications space on the poles.

16.2.5 Both parties recognize that obtaining or requiring the agreement of other parties attached to the poles to allow the engineering of rearrangements to those parties' facilities by another entity may be more problematic than obtaining or requiring the agreement of those parties to the performance of make-ready work by another entity. However, both Cavalier and Verizon will use their respective best efforts to resolve any such issues.

16.2.6 As part of the new permitting and make-ready process, Verizon will use its best efforts in working with Cavalier to define the power-related and telecommunications-related aerial make-ready requirements for Cavalier's attachments to poles owned by Verizon, and to poles that are owned by other entities and hold Verizon pole attachments.

(a) With respect to make-ready engineering work, the work performed by the single engineering contractor will include specification of the following: attachment height and side of pole (neutral side or not) of existing attachments, the changes needed in the power space to make the pole ready for Cavalier's attachment (using the requirements specified

below), the changes need to each telecommunications attachment to make the pole ready for Cavalier's attachment (using the same requirements specified below), the attachment height and side of pole (neutral side or not) of existing attachments after make-ready work is complete, the same information for Cavalier's attachment (after make-ready work is complete), the use of extension arms, the required guys and anchors, the required bonding, the required tree trimming, a description of all existing violations of applicable safety and engineering requirements, and changes that are needed to correct existing safety or engineering requirements even if Cavalier were not to attach to the pole.

(b) With respect to make-ready construction, the work performed by the single construction contractor will include the following: all power-related make-ready construction, all telecommunications-related make-ready construction, and conformance to a completion schedule for each segment of network. The single construction contractor will also provide a cost estimate, and may perform, the following: any incremental underground construction required or requested, and the installation of Cavalier's strand and fiber (aerial and underground).

16.2.7 For the new permitting and make-ready process, the design requirements are as follows: comply with all applicable National Electrical Safety Code (NESC) requirements, comply with all applicable National Electric Code (NEC) requirements, comply with all applicable BellCore "Blue Book" specifications, comply with all applicable industry safety practices and regulations, comply with all proper and applicable requirements of Cavalier's Outside Plant Handbook or outside plant guidelines (where not in conflict with other requirements), comply with all proper and applicable Verizon operational guidelines, comply with all proper and applicable operational guidelines of any other pole owner, comply with all proper and applicable operational guidelines of any other party attached to the poles (where not in conflict with other requirements), and avoid underground construction (with route changes considered by Cavalier upon request).

16.2.8 Verizon will use its best efforts to work with Cavalier to establish a common, required time frame to complete all permitting and make-ready work. If an approved third-party contractor (including a parent, subsidiary, or other affiliate of Verizon) is performing make-ready work, and the volume of work to be performed reasonably permits it, then the required time frame to complete all engineering and make-ready work shall be forty-five (45) days from the submission of a permit application to Verizon, unless both parties agrees in writing to a lengthier time frame.

17.0 DATABASES AND SIGNALING

17.1 Subject to the terms and conditions set forth in Section 11.5A above, each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling (CCS) Interconnection in accordance with existing Tariffs and the terms of this Agreement, and interconnection and access to 8YY databases, LIDB, and any other necessary databases in accordance with existing Tariffs and the terms of this Agreement and/or agreements with other unaffiliated carriers, at the rates set forth in Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, Cavalier shall comply with Verizon's SS7 certification requirements prior to establishing CCS interconnection with Verizon. Within a commercially reasonable period of time after Cavalier requests the CCS certification requirements from Verizon with respect to a particular Cavalier switch(es), Verizon shall provide Cavalier with written updates identifying any material changes to Verizon's SS7 certification requirements since the last SS7 certification conducted by the Parties in the Verizon service territory.

17.2 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Measured Internet Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Cavalier may order in-band multi-frequency (MF) wink start signaling for their trunk groups only where CCS signaling is not available. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party. MF and CCS signaling trunk groups may not be combined or receive traffic from each other.

17.3 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of either Party's signaling systems to the public Internet Protocol network may expose Cavalier and Verizon signaling systems and information to interference by third parties. The Parties agree to work cooperatively to minimize network security risks to signaling systems and information associated with such interconnection arrangements. Each Party shall take commercially reasonable efforts to protect its signaling systems and the other Party's signaling systems from interference by unauthorized persons. Upon reasonable request, Cavalier and Verizon will exchange appropriate information as needed to achieve and maintain this desired network security.

17.4 The Parties agree to establish the Binary 8 Zero Substitution line code and

the Extended Super Frame framing format ("B8ZS ESF") for DS1 facilities, where technically feasible.

17.5 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC") on DS-1 facilities by using the B8ZS line code, the Parties agree to establish the AMI line code and the Superframe format. Except where multiplexing to a DS1 signal, DS-3 facilities (i.e., DS-3 Loops, DS-3 EELs, and point-to-point DS-3 Dedicated Transport) may be ordered with C-bit parity where technically feasible.

17.6 Where additional equipment is required (i.e. to augment existing offices that already supports 64K Clear Channel Capability ("CCC")), such additional equipment shall be obtained, engineered, and installed to support orders for 64K CCC trunks.

17.7 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in their respective Interconnection responsibilities related to Signaling:

(a) The Telcordia Technologies document GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) provide a detailed description of current industry practices regarding CCS Network architecture, and defines specifications relating to CCS Network Interconnection.

(b) Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905) which describes Verizon's specific requirements in providing interface capabilities to ICNs (Interconnecting Networks, i.e., Interexchange, Independent, Reseller, etc.) for connecting to Verizon's CCS network for those capabilities and optional parameters which GR-905-CORE defines as being negotiable between a BOC and the ICN.

The Parties may also utilize other industry documents to assist each of them in their respective interconnection responsibilities related to Signaling.

17.8 Each Party shall charge the other Party rates for CCS signaling, 8YY and access to databases in accordance with the charges set forth in Exhibit A.

18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

When a Customer changes its service provider from Verizon to Cavalier, or from Cavalier to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number or provide other appropriate information to the extent known. When a Customer changes its local service provider from Cavalier to Verizon or from

Cavalier to a CLEC, where Cavalier was providing service to the Customer through unbundled Local Switching, and the Customer does not retain its original telephone number, Cavalier shall order the Referral Announcement from Verizon on behalf of the Customer. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer to the extent the providing Party does not charge its own Customers for such service, for the time period required under Applicable Law, but in no event less than six (6) months after the date the Customer changes its telephone number in the case of business Customers and not less than thirty (30) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for different periods than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. The periods for referral announcement may be shorter if a number shortage condition is in effect for a particular NXX code and any such shorter periods are not precluded by Applicable Law.

18.2 Customer Contact, Coordinated Repair Calls and Misdirected Inquiries

18.2.1 ~~Verizon~~ Each party will recognize the other party Cavalier as the customer of record of all Services ordered by ~~Cavalier~~ the other party under this Agreement. ~~Cavalier~~ Each party shall be the single point of contact for its own Cavalier Customers with regard to all services, facilities or products provided by the other party ~~Verizon to Cavalier~~ directly to that party, and other services and products which each party's Customers wish to purchase from that party ~~they wish to purchase from Cavalier~~ or which they have purchased from that party Cavalier. Communications by each party's Cavalier Customers with regard to all services, facilities or products provided by the other party to that party ~~Verizon to Cavalier~~ and other services and products which each party's Customers ~~they wish to purchase from that party Cavalier~~ or which they have purchased from that party Cavalier, shall be made to that party Cavalier, and not to the other party Verizon. Each party Cavalier shall instruct its Cavalier Customers that such communications shall be directed to that party, and not to the other party Cavalier.

18.2.2 Requests by ~~Cavalier~~ each party's Customers for information about or provision of products or services which they wish to purchase from that party Cavalier, requests by that party's Cavalier Customers to change, terminate, or obtain information about, assistance in using, or repair or maintenance of, products or services which they have purchased from that party Cavalier, and inquiries by that party's Cavalier Customers concerning that party's Cavalier's bills, charges for that party's Cavalier's products or services, and, if that party's the Cavalier Customers receive dial tone line service from that party Cavalier, annoyance calls, shall be made by the that party's Cavalier Customers to that party, Cavalier, and not to the other party Verizon.

18.2.3 Cavalier and Verizon will employ the following procedures for handling misdirected ~~repair~~ calls:

18.2.3.1 Cavalier and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.3.2 To the extent Party A is identifiable as the correct provider of service to Customers that make misdirected repair calls to Party B, Party B will immediately refer the Customers to the telephone number provided by Party A, or to an information source that can provide the telephone number of Party A, in a courteous manner and at no charge. In responding to misdirected repair calls, neither Party shall make disparaging remarks about the other Party, its services, rates, or service quality.

18.2.3.3 Cavalier and Verizon will provide their respective repair contact numbers to one another on a reciprocal basis.

18.2.3.4 If either party receives or responds to an inquiry from a Customer of the other party, or a prospective Customer of the other party, then the party receiving that inquiry shall: (i) provide mutually agreed referrals to that Customer or prospective Customer, who inquires about the other party's products or services, (ii) not disparage or discriminate against the other party or its products or services, and (iii) not provide information about its own products or services during that same inquiry or Customer contact unless such information is specifically requested by the Customer.

18.2.45 Each party shall provide adequate training, and impose sufficiently strict codes of conduct or standards of conduct, for all of its employees and contractors to engage in appropriate professional conduct in any contact with the other party's customers. Each party shall investigate all reports from the other party of any material violations of such standards of conduct and provide a written report to the other party describing in detail: (a) the findings of such investigation, and (b) the remedial or disciplinary action taken in response to any improper conduct identified by the investigating party. For purposes of this section 18.2.5, "appropriate professional conduct" shall be deemed to be conduct that is in accordance with sections 18.2 of this Agreement, as well as all applicable industry standards. For purposes of this section 18.2, the offering of free or discounted classified (Yellow Pages) listings by Verizon or a Verizon affiliate to an existing or prospective Customer of Cavalier, in exchange for a winback of an existing Cavalier Customer or the cancellation of a prospective Cavalier Customer's order to Cavalier for service, shall be deemed not to constitute "appropriate professional conduct" and to be a violation of this section 18.2. In addition to section 18.2.3 addressing misdirected repair calls, the Party receiving other types of misdirected inquiries from the other Party's Customer shall not in any way disparage the other Party.

18.2.6 Violation of sections 18.2.1, 18.2.4, or 18.2.5 of this Agreement shall entitle the non-offending party to immediate payment of one thousand dollars (\$1,000.00) in liquidated damages per occurrence, per subscriber. More than ten (10) violations of this provision within a single month by either party shall entitle the non-offending party to immediate payment of an additional amount of ten thousand dollars (\$10,000.00) in liquidated damages per month, above and beyond any other amounts of liquidated damages that apply under this provision. More than twenty-five (25) violations of this

provision within a single month by either party shall entitle the non-offending party to immediate payment of an additional amount of fifty thousand dollars (\$50,000.00) in liquidated damages per month, above and beyond any other amounts of liquidated damages that apply under this provision.

18.2.7 Upon the first occurrence of any particular type of allegedly improper conduct reported by one party to the other, and confirmation through investigation or any informal or formal complaint proceeding that any improper conduct did occur, the non-offending party shall not be entitled to liquidated damages pursuant to section 18.2.6 of this Agreement if the investigating party certifies in good faith to the non-offending party that it has: (a) promptly investigated any report of alleged wrongdoing, and (b) taken prompt, reasonable, and appropriate remedial or disciplinary action in response to any improper conduct identified by the investigating party.

18.2.8 The provisions of section 18.2 of this Agreement shall not be construed to preclude either party from seeking relief in any forum of competent jurisdiction, except that each party shall be barred from seeking relief in any forum of competent jurisdiction in response to the first occurrence of any particular type of allegedly improper conduct reported by one party to the other, if the alleged violation is confirmed through investigation and the investigating party certifies in good faith to the non-offending party that it has: (a) promptly investigated any report of alleged wrongdoing, and (b) taken prompt, reasonable, and appropriate remedial or disciplinary action in response to any improper conduct identified by the investigating party. Any relief available in any forum of competent jurisdiction shall be in addition to, and not in place of, any liquidated damages or other relief available or afforded to a non-offending party under section 18.2 of this Agreement.

18.3 Customer Authorization

18.3.1 Without in any way limiting either Party's obligations under Subsection 27.1, each Party shall comply with Applicable Laws with regard to Customer selection of a primary Telephone Exchange Service provider. Until the Commission and/or FCC adopts regulations and/or orders applicable to Customer selection of a primary Telephone Exchange Service provider, each Party shall adhere to the rules and procedures set forth in Section 64.1100 through 1190 of the FCC Rules, 47 CFR § 64.1100 through 1190, in effect on the Effective Date hereof when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon reasonable request, or (b) fails to obtain authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any other rights or remedies available to the other Party, the requesting Party shall be liable to the other

Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition, including to the appropriate primary Telephone Exchange Service provider.

18.3.3 Without in any way limiting either Party's obligations under Subsection 27.1, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222. ~~Cavalier~~ Neither party shall ~~not~~ access (including, but not limited to, through Verizon OSS as defined in Schedule 11), use, or disclose Customer Proprietary Network Information made available to that party Cavalier by the other party Verizon pursuant to this Agreement unless that party Cavalier has obtained any Customer authorization for such access, use and/or disclosure required by Applicable Laws. By accessing, using or disclosing Customer Proprietary Network Information, each party Cavalier represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. Each party Cavalier shall, upon reasonable request by the other party Verizon, provide proof of such authorization (including a copy of any written authorization). In the event Cavalier makes available a Cavalier operations support system for access and use by Verizon, Verizon agrees that the same conditions that apply to Cavalier in this Subsection 18.3.3 for accessing, using or disclosing Customer Proprietary Network Information made available to Cavalier shall apply to Verizon when accessing, using or disclosing CPNI made available to Verizon.

18.3.4 ~~Verizon~~ Each party shall have the right to monitor and/or audit the other party's Cavalier's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by that party Verizon to the other party Cavalier pursuant to this Agreement to ascertain whether the other party Cavalier is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. Either party Verizon may exercise this right to audit once annually upon reasonable written notice to the other party Cavalier. Each party Verizon may also employ such assistance as it deems desirable to conduct such audits (such as an outside auditor) so long as the party providing assistance agrees to be bound by a confidentiality agreement containing terms substantially similar to the terms in Section 28.5 of this Agreement. To the extent permitted by Applicable Law, the foregoing rights shall include, but not be limited to, the right to electronically monitor the other party's Cavalier's access to and use of Customer Proprietary Network Information that is made available to that other party by Verizon to Cavalier pursuant to this Agreement. The results of any audit and/or monitoring of either party's Cavalier's access to and/or use of CPNI pursuant to this Section 18.3.4 shall be subject to the confidentiality provisions (Section 28.5) of this Agreement and shall not be used by ~~Verizon~~ for any marketing purposes, except as permitted by Applicable Law.

18.3.5 ~~At such time that Cavalier provides access to Cavalier Customer Proprietary Network Information, Cavalier shall have the right to monitor and/or audit Verizon's access to and use and/or disclosure of Cavalier's Customer Proprietary Network Information, on the same terms as provided in Section 18.3.4 above.~~

18.4 Cooperation With Law Enforcement

18.4.1 Each Party may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by each Party hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Neither Party shall have the obligation to inform the other Party nor the other Party's Customers of such law enforcement requests, except to the extent required by Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, either Party may take measures to prevent other LECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Neither Party will be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by that Party to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

18.4.2 Each Party shall bill the appropriate law enforcement agency for these services under its customary practices. Where the law enforcement agency will not reimburse the Party for its compliance with a court order or other request for information, each Party shall be responsible for its own costs associated with compliance or assisting the other Party to comply.

18.4.3 Each Party shall provide the other Party with a Single Point of Contact ("SPOC") with whom to interface on a twenty-four (24) hour, seven (7) day a week basis on law enforcement issues. A Party may designate a SPOC at one or more centers that such Party utilizes for purposes of law enforcement inquiries.

18.4.4 Where one Party requests the assistance of the other Party in responding to a request from law enforcement authorities, the Parties shall cooperate in responding to such request to the extent permitted by Applicable Law.

18.5 Resolution of Annoyance/Harassing Calls

Each Party will work cooperatively and jointly with the other Party in resolving annoyance/harassing calls to a Party's Customer where the services or information of one or both Parties is needed to resolve the annoyance/harassing calls.

18.6 Customer Credit History

Nothing in this Agreement shall preclude disclosure between the Parties of information on end user customer credit histories consistent with Applicable Law.

19.0 DIRECTORY SERVICES ARRANGEMENTS

Upon request, Verizon will provide certain directory services to Cavalier in accordance with the terms as set forth herein. In this Section 19 of this Agreement, references to Cavalier Customer's "primary listing" shall mean such Customer's primary name, address, and telephone number, which number falls within the NXX code directly assigned to Cavalier or is retained by Cavalier on the Customer's behalf pursuant to Number Portability arrangements with Verizon or any other carrier within the geographic area covered in the relevant Verizon directory.

19.1 Directory Listings and Directory Distributions

19.1.1 Verizon will include, at such rates permitted by Applicable Law and as stated in Exhibit A, Cavalier's Customer's primary listing in the appropriate "White Pages" directories (residence and business listings) and "Yellow Pages" directories (business listings), as well as in electronic directories in which Verizon's own customers are ordinarily included and directory assistance databases. Verizon will distribute such directories, at such rates permitted by Applicable Law and as stated in Exhibit A, to such Customers, in an identical manner in which it provides those functions for its own Customers. Listings of Cavalier's Customers will be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Where required, Cavalier will pay Verizon such rates permitted by Applicable Law and as stated in Exhibit A for providing, as the case may be, for additional and foreign white page listings and other white pages services for Cavalier's Customers. Verizon will not require a minimum number of listings per order.

19.1.2 Upon request by Cavalier, Verizon will make available to Cavalier a directory list of relevant NXX codes, the close dates, publishing data, yellow page headings and call guide close dates on the same basis as such information is provided to Verizon's own business offices.

19.1.3 Cavalier shall provide Verizon with daily listing information on all new Cavalier Customers in the format required by Verizon or a mutually-agreed upon industry standard format, at no charge. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered (if more than one (1) per Customer), and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cavalier will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cavalier. Verizon will promptly provide Cavalier with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable. Verizon will supply Cavalier with